

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Louis A. Garozzo  
Patricia A. Garozzo

Debtor(s)

THE BANK OF NEW YORK MELLON, F/K/A  
The Bank of New York as trustee for registered  
Holders of CWABS, Inc., Asset-Backed  
Certificates, Series 2006-23

Movant

vs.

Louis A. Garozzo  
Patricia A. Garozzo

Debtor(s)

Scott F. Waterman

Trustee

CHAPTER 13

NO. 21-10598 AMC

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$5,197.00**, which breaks down as follows;

Post-Petition Payments: April 2021 through July 2021 at \$1,299.25/month  
**Total Post-Petition Arrears \$5,197.00**

2. The Debtor(s) shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$5,197.00**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$5,197.00** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due August 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,299.25 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

7. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

9. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

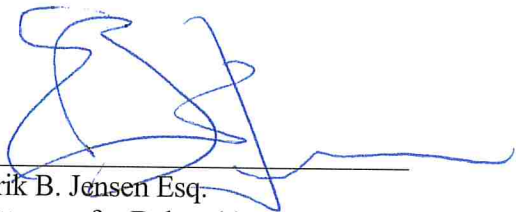
10. The parties agree that a facsimile signature shall be considered an original signature.

Date: July 14, 2021

/s/ Rebecca A. Solarz, Esquire

Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: 08/05/2021

  
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Erik B. Jensen Esq.  
Attorney for Debtor(s)

Date: August 17, 2021

/s/ Scott F. Waterman, Esquire

Scott F. Waterman, Esq.  
Chapter 13 Trustee

Approved by the Court this \_\_\_ day of \_\_\_\_\_, 2021. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge